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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JASON ANGERHOFER,

Plaintiff,

vs.

XEROX CORPORATION, a New York
Corporation

Defendant.

) CASE NO.
) DEPT NO.

) COMPLAINT FOR DAMAGES AND OTHER
) RELIEF BASED UPON:

) 1. FAILURE TO PAY WAGES IN
) VIOLATION 29 U.S.C. § 206(a)(1)(C) AND
) NRS 608,016

) 2. FOR VIOLATION OF NRS 608,040(1)
) AND THE FLSA

JASON ANGERHOFER (hereinafter collectively "Plaintiff" or "Angerhofer") allege as follows:

INTRODUCTION

1. Plaintiff Angerhofer is an individual who now, and at all times mentioned in this complaint was a resident of City of Las Vegas, County of Clark and State of Nevada.

2. Defendant XEROX CORPORATION, a New York Corporation ("Defendant" or "Xerox") is a company which regularly does business in this district.

4. Venue is proper in this district pursuant to 28 USC §1391(b) because the events and omissions giving rise to this action occurred in this district.

5. Angerhofer hired by Xerox on or about June 1, 2017 and was separated from Defendant's employ on September 30, 2021.

7. From September 1, 2020 to September 30, 2021, Plaintiff worked as a Production High-End Specialist covering all of Arizona and Nevada. He supported all Go to Market Units, was responsible for three production presses, workflow software solutions and inline/offline finishing options. Angerhofer also responded to RFP's, RFI's, conducted formal presentations and proposals, product demonstrations, consultations and training sessions for customers. Plaintiff further held and engaged the CEO/Owners and sales managers in outlook and sales meeting to track revenue and growth for all Go to Market Units he supported. Finally, Plaintiff engaged his sales manager, Vice President of production and finance, for outlook meetings and sales meetings to track revenue and growth for all accounts he supported for his products only. Angerhofer was responsible for a large budget to Xerox for the southwest region.

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1 commissions based on orders that were financially installed prior to his departure from Xerox.

2 9. Angerhofer was also owed \$201.47 in Production Specialist Software based on
3 software orders that were financially installed prior to his departure from Xerox.

4 10. Finally Plaintiff was also owed \$20,000.00 in a Production Specialist Q3 bonus
5 based on units he wrote in Q3 that qualified him for payment. Angerhofer worked through all of
6 Q3 and should be awarded this bonus from Xerox.

7 **FIRST CAUSE OF ACTION**

8 **(For Failure to Pay Wages in Violation of**

9 **29 U.S.C. § 206(a)(1)(C) and NRS 608.016)**

10 11. Plaintiff Angerhofer incorporate the allegations set forth in paragraphs 1 through 10,
11 inclusive, as if fully set forth herein.

12 12. Defendant regularly engaged in commerce and its employees handled and used goods
13 which have moved in interstate commerce and thus is subjected to the provisions of the FLSA.

14 13. Plaintiff at all relevant times was an employee of Defendant, as defined by 29 U.S.C.
15 § 203(d) and NRS 608.010.

16 14. 29 U.S.C. § 206(a)(1)(C), mandates that employers pay all employees engaged in
17 commerce or in the production of goods for commerce, minimum wages for their work in an
18 amount set by federal law. Further NRS 608.016 provides that an employer shall pay to the
19 employee wages for each hour the employee works.

20 21 15. During the period of time that Plaintiff was employed by Xerox, Plaintiff performed
22 work for which he was not compensated for in an amount to be proven at trial believed to be
23 \$32,595.16 in violation of 29 U.S.C. § 206(a)(1)(C) and NRS 608.016.

24 16. As a direct and proximate result of Defendant violating the FLSA and Nevada State
25 Law, Plaintiff has suffered loss of income, including but not limited to loss of past wages,
26 commissions and bonuses, other damages and interest, to be proven at trial.

27 17. Defendant's actions were with deliberate indifference to such right or were willful,
28

1 entitling Plaintiff to an award of liquidated damages equal to double the amount of his actual
2 damages pursuant 29 USC §§216(b) and 626(b).

3 18. Plaintiff has incurred, and continues to incur, attorney's fees in the prosecution of
4 his claims. Plaintiff therefore seeks an award of reasonable attorney's fees, in a sum according to
5 proof at trial.

6 **SECOND CAUSE OF ACTION**

7 **(For Violation of NRS 608.040(1) and the FLSA)**

8 19. Plaintiff Angerhofer incorporate the allegations set forth in paragraphs 1 through 18,
9 inclusive, as if fully set forth herein.

10 20. Finally *NRS 608.040(1)* mandates that an employer pay its employees all earned
11 wages immediately upon discharge or within 72 hours of the employee's resignation. If this is not
12 done, the wages and compensation continue at their daily rate, until paid or for 30 days, whichever
13 is less.

14 21. As will be proven at trial, Plaintiff was not paid all the wages, commissions, bonuses
15 and compensation he was owed when he was terminated and thus is owed a penalty pursuant to
16 *NRS 608.040(1)* for 30 days at his daily wage rate.

17 22. Further failure to pay wages on time, even if it involves a short period of time, violates
18 the FLSA. *See Martin v. United States*, 130 Fed. Cl. 578 (Feb. 13, 2017).

19 23. The employer is liable under the FLSA for unpaid minimum wages that accrues
20 when the employer fails to pay the required compensation for any workweek where the employee
21 is not paid on the regular pay day. 29 CFR §790.21(b), *Briggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.
22 1993).

23 24. As a direct and proximate result of Defendant violating *NRS 608.040(1)* and the
24 FLSA, Plaintiff has suffered loss of income, including but not limited to loss of past wages
25 commissions, bonuses and interest, in amounts to be proven at trial.

26 25. Defendant's actions were with deliberate indifference to such right or were willful,
27
28

1 entitling Plaintiff to an award of liquidated damages equal to double the amount of his actual
2 damages pursuant 29 USC §§216(b) and 626(b).

3 26. Plaintiff has incurred, and continues to incur, attorney's fees in the prosecution of
4 his claims. Plaintiff therefore seeks an award of reasonable attorney's fees, in a sum according to
5 proof at trial.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff Angerhofer demands judgment against Defendant Xerox, as
8 follows:

9 1. For declaratory relief that Defendant has violated its statutory and legal obligation and
10 deprived Plaintiff of his rights, privileges, protections and compensation under the law, that the
11 violations were not in good faith and that Defendant did not have reasonable grounds for believing
12 that its acts complied with its obligation under the FLSA and NRS, and that the violations were
13 willful;

14 2. For monetary damages and other damages pursuant to the FLSA and NRS;

15 3. For liquidated damages under the FLSA in an amount equal to Plaintiff's monetary
16 damages and other damages set forth above;

17 4. For attorney's fees and costs in an amount determined by the court to be reasonable;

18 5. For pre-judgment interest on all damages; and

19 6. For any other and further relief that the Court considers proper.
20

21 **DEMAND FOR JURY TRIAL**

22 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by
23 jury in this action.

24 DATED: 9/6/2023

LAW OFFICES OF MICHAEL P. BALABAN

25
26 BY: /s/ Michael P. Balaban

27 Michael P. Balaban, Esq.

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